

**IN THE COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO**

STEVE ROBERTSON TRUCKING, LLC	:	Case No. _____
3191 Millville Shandon Road	:	
Hamilton, OH 45013	:	_____, Judge
	:	
Plaintiff,	:	
	:	
v.	:	<b><u>COMPLAINT FOR</u></b>
	:	<b><u>FRAUDULENT TRANSFER</u></b>
	:	
RYAN TODD	:	
8120 SR 28	:	
Leesburg, OH 45135	:	
	:	
and	:	
	:	
JESSICA L. TODD	:	
8120 SR 28	:	
Leesburg, OH 45135	:	
	:	
Defendants.	:	

Plaintiff Steve Robertson Trucking, LLC ("SRT" or "Plaintiff")), for its Complaint against Defendants Ryan Todd ("Ryan") and Jessica L. Todd ("Jessica") (Ryan and Jessica are collectively referred to as "Defendants") states the following:

**Parties & Jurisdiction**

1. Plaintiff is a limited liability company duly organized and lawfully existing under the laws of Ohio, with a principal place of business in Butler County, Ohio as set forth in the caption.

2. Upon information and belief, Ryan is an individual with who resides in Highland County, Ohio as set forth in the caption.

3. Upon information and belief, Jessica is an individual with who resides in Highland County, Ohio as set forth in the caption. Ryan and Jessica are husband and wife.

4. Jurisdiction is properly lodged in this Court under R.C. 2305.01.

5. Venue is proper in this Court under Civil Rule 3(C) because Butler County is the county where all or part of the claim for relief arose.

### **Facts**

6. On or about February 3, 2021 Plaintiff filed a lawsuit in the Butler County Court of Common Pleas styled *Steve Robertson Trucking, LLC v. Ryan Todd*, Case No. CV 2021 02 0161 (the “Prior Lawsuit”).

7. On or about March 25, 2022, a Pretrial Order was entered setting a trial date for November 7, 2022 in the Prior Lawsuit.

8. Days later on March 30, 2022 Defendants purchased an undivided two-thirds interest for their joint lives, remainder to the survivor of them, in real property located in Highland County, Ohio with the mailing address 8120 State Route 28, Leesburg, Ohio 45135 (the “Leesburg Property”). A true and correct copy of the Warranty Deed transferring the Leesburg Property to Defendants and recorded with the Highland County Recorder is attached as Exhibit 1.

9. Upon information and belief, the total purchase price of the Leesburg Property at the time of Defendants’ purchase was \$323,000, making Defendants undivided two thirds interest worth at least \$213,000.

10. Upon information and belief, the Leesburg Property was not encumbered by a mortgage as a result of Defendants’ purchase.

11. On or about July 25, 2022, just before the trial scheduled in the Prior Lawsuit, Ryan transferred his entire interest in the Leesburg Property to Jessica. A true and correct copy of the Quit-Claim Deed (the “Deed”) providing for this transfer of the Leesburg Property and recorded with the Highland County Recorder is attached as Exhibit 2.

12. Upon information and belief, no consideration was provided to Ryan for his transfer under the Deed (the “Actionable Conveyance”). This is shown in part by the fact that the transfer was exempt from a conveyance fee by the Highland County Auditor.

13. The lack of consideration for the Actionable Conveyance is further demonstrated by Ryan’s sworn testimony. When questioned under oath in Court during a judgment debtor exam in the Prior Lawsuit on April 25, 2023, Ryan swore he never had an ownership interest in the Leesburg Property.

14. After the Actionable Conveyance, Ryan did not appear at the trial in the Prior Lawsuit.

15. The Court conducted a trial in the Prior Lawsuit and on November 21, 2022 and awarded judgment in favor of SRT and against Ryan for the principal sum of \$140,614.45 plus interest at the statutory rate from date of judgment until paid in full and costs incurred (the “Judgment”). The Judgment is attached as Exhibit 3. Ryan did not appeal the Judgment.

16. During his judgment debtor exam in the Prior Lawsuit, although Ryan was unable to answer basic questions about his finances, Ryan swore that he had no money or assets and that he was declaring bankruptcy imminently.

17. Ryan has demonstrated actual malice with respect to SRT. As one example, soon after the Actionable Conveyance, Ryan wrote to SRT on September 28,

2022 that “you’re a piece of shit and you will pay for all this shit that you’ve done and the pain you’ve caused my family every fucking dollar I’m a take from you I will get to see you until the end of the earth until my dying last breath you crooked son of a bitch.” See Exhibit 4 (Prior Lawsuit Tr. Ex. 16). As another example, Ryan wrote to SRT’s attorney that “you may win in this crooked ass piece of court that you’re in right now but when we got to appeals court, I’m gonna drain you and [SRT] for every fucking dollar...cause I’m a tell you you may win in the crooked kangaroo court, will make sure people fucking say I’m a make this public now...you’ll be liable for the lies too because don’t think you’re some little fucking prick Attorney trying to make a name for himself.” See Exhibit 5 (Prior Lawsuit Tr. Ex. 17). As yet another example, while under oath during his judgment debtor exam, Ryan testified he wished SRT’s principal would “rot in hell,” whereupon he was admonished by the courtroom bailiff.

18. Upon information and belief, there is no mortgage upon the Leesburg Property after the Actionable Transfer.

**COUNT I**  
**(MONETARY JUDGMENT AGAINST JESSICA FOR FRAUDULENT CONVEYANCE)**

19. Just prior to SRT obtaining the Judgment, Ryan transferred his undivided two-thirds interest in the Leesburg Property to Jessica through the Actionable Conveyance. Jessica as Ryan’s wife is an insider.

20. Upon information and belief, the Actionable Conveyance was not based upon Jessica paying any money to Ryan, as no conveyance fee was paid to the Highland County Auditor under the Deed. See R.C. 319.54(G)(3)(d); Exhibit 2.

21. Upon information and belief, at the time of the Actionable Conveyance, Ryan was unemployed and has not become employed at any time thereafter.

22. Upon information and belief, Jessica did not provide and Ryan did not receive consideration for the Actionable Conveyance and it was without a reasonable equivalent value in exchange.

23. Upon information and belief, after the Actionable Conveyance, Ryan was insolvent.

24. Upon information and belief, at the time of the Actionable Conveyance, the Leesburg Property was substantially all of Ryan's assets.

25. Irrespective of the Actionable Conveyance, Ryan retains possession and control of the Leesburg Property. Among other things, he resided at the Leesburg Property before the Actionable Conveyance and resides there now. He is responsible for making insurance claims for the Leesburg Property despite the Actionable Conveyance.

26. Prior to the Actionable Conveyance, Ryan was sued in the Prior Lawsuit and was actively participating in it.

27. Upon information and belief, after the Actionable Conveyance, Ryan did not attend trial in the Prior Lawsuit because he mistakenly believed he was "judgment proof."

28. The Leesburg Property was substantially all of the assets of Ryan that are for levy by SRT to pay the Judgment which Ryan mistakenly believed he disposed of.

29. The Judgment is a "claim" under R.C. 1336.01(C) and SRT as the holder of the claim is a "Creditor" of Ryan when the Deed was executed under R.C. 1336.01(D).

30. The Actionable Conveyance was intended by Ryan to impede SRT's efforts to collect the Judgment. The Actionable Conveyance was made by Ryan and accepted by Jessica with actual intent to hinder, delay, or defraud SRT. The Actionable Conveyance has impeded SRT's efforts to collect the Judgment.

31. SRT is entitled to attach the Leesburg Property and conduct a sale thereof to satisfy the Judgment and the relief sought in this action. In addition or in the alternative, SRT is entitled to attachment and sale of other property owned by Jessica to satisfy the Judgment and the relief sought in this action. R.C. 1336.07(A)(2).

32. In addition or in the alternative, SRT “may recover a judgment” against Jessica in the amount of “the value of the asset transferred...or the amount necessary to satisfy the claim of the creditor.” R.C. 1336.08(B).

33. Defendants’ actions were conducted with actual malice, in that they acted with hatred, ill will, or a spirit of revenge, or with a conscious disregard for the rights of others that had a great probability of causing substantial harm. Accordingly, SRT is entitled to an award of punitive damages and all of its reasonable attorney’s fees incurred in this action.

**WHEREFORE**, Plaintiff Steve Robertson Trucking, LLC demands the following relief against Defendants, individually, jointly and severally:

I. That judgment be entered in its favor and against Defendant Ryan Todd for compensatory damages in an amount to be proven at trial, punitive damages, and an award of reasonable attorney’s fees;

II. That judgment be entered in its favor and against Defendant Jessica Todd for compensatory damages in an amount to be proven at trial reasonably believed to be in excess of \$25,000, punitive damages, and an award of reasonable attorney’s fees;

III. An order granting Plaintiff the right to seize and sell the Leesburg Property to satisfy the Judgment and all amounts awarded in this lawsuit;

IV. An order granting Plaintiff the right to seize and sell any assets owned by Defendant Jessica Todd to satisfy the Judgment and all amounts awarded in this lawsuit

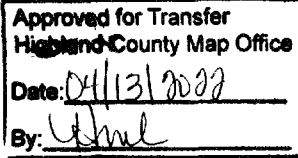
V. That it be awarded such legal or equitable relief to which it is entitled.

Dated: April 26, 2023

Respectfully Submitted,  
REARDON & CHASAR, LPA

A handwritten signature in black ink, appearing to read "Matthew R. Chasar", is written over a horizontal line.

Matthew R. Chasar (0075191)  
Joseph M. Sprafka (0085175)  
455 Delta Avenue, Suite 108  
Cincinnati, OH 45226-1127  
Tel: (513) 827-6136  
Fax: (513) 297-7900  
Email: mrchasar@reardonchasar.com  
Email: jmsprafka@reardonchasar.com  
*Counsel for Plaintiff*  
*Steve Robertson Trucking, LLC*



6.205A

EXHIBIT

1



202200002052 04/14/2022 10:24 AM  
Filed for Record in HIGHLAND County, Ohio  
Chad E. McConnaughey Rec Fees: \$34.00  
DEED OR Vol 999 Pgs 5561 - 5562

TRANSFERRED  
CONVEYANCE EXAMINED  
SEC. 319-202 R.C. COMPLIED WITH

APR 14 2022

CONV. FEE \$ 969.00  
TRANSFER FEE \$ 0.50  
BILL FAWLEY HIGHLAND CO. AUDITOR

MIDLAND TITLE WEST  
117 W HIGH ST STE 105  
LONDON, OH 43140

Inst #202200002052

## GENERAL WARRANTY DEED

*James Abt and Tristian Abt, husband and wife*, for valuable consideration paid, grant(s) with general warranty covenants, to *Ryan A. Todd and Jessica L. Todd, husband and wife, as to an undivided two-thirds (2/3) interest, for their joint lives, remainder to the survivor of them; and James M. O'Neil, married, as to an undivided one-third (1/3) interest, as tenant-in-common*, whose tax mailing address is 8120 State Route 28, Leesburg, OH 45135, the following REAL PROPERTY:

Situated in the State of Ohio, County of Highland, and in the Township of Fairfield, and being 6.205 acres, as more particularly described in attached Exhibit A

Subject to any and all legal highway(s), zoning ordinance(s), easement(s), lease(s), restriction(s), and other condition(s) of public record, and real estate taxes and assessment(s), if any, accruing after the date hereof

Parcel No. 12-01-000-156.01

Property Address: 8120 State Route 28, Leesburg, Ohio 45135

Prior Instrument Reference: Official Records Volume 888, Page 162, Highland County Recorder

Grantor(s), and spouse(s), release(s) all right(s) of dower therein

EXECUTED BY GRANTOR(S) THIS 30 DAY OF MARCH, 2022

[Signature]  
James Abt

[Signature]  
Tristian Abt

State of Ohio, County of Montgomery

*This is an acknowledgement; no oath or affirmation was administered to the signer(s) with regard to the notarial act.*

The foregoing instrument was acknowledged before me this 30th day of March, 2022, by *James Abt and Tristian Abt*.



ERIN B MOORE, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

[Signature]  
Notary Public

This instrument was prepared by: Flax Miller Law Firm, LLC, London, Ohio, 21634



Exhibit "A"

Situate in the Township of Fairfield, County of Highland, State of Ohio, being a part of V.M.S. No. 4003, and being further bounded and described as follows:

Commencing at a spike (set) marking the centerline intersection of State Route 72 and State Route 28; thence with the centerline of State Route 28 S 79 deg. 03 min. 00 sec. W a distance of 743.81 feet to the true point of beginning of the tract of land herein described; thence with a new division line S 10 deg. 26 min. 40 sec. E passing 5/8" iron pins (set) at 31.25 ft. and 340.47 ft., a total distance of 372.49 ft. to a point in the South Fork of Lees Creek; thence with the South Fork of Lees Creek for the next three calls:

(1) S 79 deg. 01 min. 35 sec. W a distance of 104.68 ft. to a point from which a 5/8" iron pin (set) on the northwesterly bank of said creek bears N 51 deg. 09 min. 15 sec. W a distance of 30.00 ft.;

(2) S 27 deg. 01 min. 18 sec. W a distance of 285.44 ft. in a point, from which a 5/8" iron pin (set) on the northwesterly bank of said creek bears S 82 deg. 06 min. 25 sec. W a distance of 25.00 ft.;

(3) S 30 deg. 35 min. 36 sec. W a distance of 313.37 ft. to a point in the easterly line of the original 84-120/160 acres "Parcel Two, Second Tract" owned by Margaret E. Winegar (Vol 316, Page 684);

thence with Winegar's line N 10 deg. 26 min. 40 sec. W passing a 5/8" iron pin (set) by a post on the northwesterly bank of said creek at 35.00 ft., passing a 1/2" iron pin (found) by an end post at 801.44 feet., a total distance of 832.11 ft. to a point in the centerline of State Route 28; thence with said road centerline N 79 deg. 03 min. 00 sec. E a distance of 484.07 ft. to the true point of beginning, containing 6.205 acres of land.

Subject to all legal easements and rights-of-way of record. Bearings are based upon the record bearing (N 79 deg. 03 min. 00 sec. E) of the centerline of State Route 28 according to the 67.218 acre tract as found in Vol. 299, Page 758.

The above description is a part of the 67.218 acre tract as conveyed to Randall S. Walker and recorded in Vol 299, Page 758, of the Highland County Record of Deeds.

Land surveyed in June, 1983, by Thomas E. Purtell, Registered Surveyor No. 6519.

Approved for Transfer  
Highland County Map Office  
Date: 08/24/2022  
By: [Signature]

TRANSFERRED  
CONVEYANCE EXAMINED  
SEC. 319-202 R.C. COMPLIED WITH

AUG 25 2022

CONV. FEE \$ Ex  
TRANSFER FEE \$ 0.5048  
BILL FAWLEY HIGHLAND CO. AUDITOR

QUIT-CLAIM DEED  
(O.R.C. SECTION 5302.11)

Ryan A. Todd and Jessica L. Todd, husband and wife, and James M. O'Neil, married, for valuable consideration, grants to Jessica L. Todd, married, whose tax mailing address is 8120 SR 28 Leesburg Ohio 45135, the following REAL PROPERTY:

Situated in the State of Ohio, County of Highland, and in the Township of Fairfield, and being 6.205 acres, as more particularly described in attached Exhibit A

Subject to any and all legal highway(s), zoning ordinance(s), easement(s), lease(s), restriction(s), and other condition(s) of public record, and real estate taxes and assessment(s), if any

Permanent Parcel Number: 12-01-000-156.01

Property Address: 8120 State Route 28, Leesburg, Ohio 45135

Prior Instrument Reference: Official Records Volume 999 Page 5561 Highland County Recorder

Grantor(s), and spouse(s), Tosha Moon, wife of James M. O'Neil, release(s) all right(s) of dower therein

EXECUTED BY GRANTOR(S) ON THE DATE(S) INDICATED IN THE  
ACKNOWLEDGMENT(S)

[Signature]  
Ryan A. Todd

[Signature]  
Jessica L. Todd

[Signature]  
James M. O'Neil

[Signature]  
Tosha Moon

State of Ohio, County of Warren

This is an acknowledgement; no oath or affirmation was administered to the signer(s) with regard to the notarial act.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2022, by Ryan A. Todd and Jessica L. Todd.



TIMOTHY W RUGGLES  
Notary Public, State of Ohio  
My Commission Expires  
July 07, 2025

[Signature]  
Notary Public

202200004757 08/25/2022 11:07 AM  
Filed for Record in HIGHLAND County, Ohio  
Chad E. McConnaughey Rec Fees: \$62.00  
DEED OR Vol 1002 Pgs 1882 - 1884

EXHIBIT  
2

FLAX MILLER LAW FIRM

Inst #202200004757

State of Ohio, County of Warren

*This is an acknowledgement; no oath or affirmation was administered to the signer(s) with regard to the notarial act.*

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2022, by James M. O'Neil  
and Teresa M. O'Neil



**TIMOTHY W RUGGLES**

Notary Public, State of Ohio

My Commission Expires July 07, 2025

Notary Public

This instrument was prepared by Flax Miller Law Firm LLC, London, Ohio 43140  
This instrument was prepared without a title exam and the preparer assumes no liability for the state of title or any errors and/or inaccuracy contained herein, Grantor(s) and Grantee(s) assent thereto by Grantor(s) execution of this instrument, and Grantee(s) acceptance thereof

EXHIBIT A

Situate in the Township of Fairfield, County of Highland, State of Ohio, being a part of V.M.S. No. 4003, and being further bounded and described as follows:

Commencing at a spike (set) marking the centerline intersection of State Route 72 and State Route 28; thence with the centerline of State Route 28 S 79 deg. 03 min. 00 sec. W a distance of 743.81 feet to the true point of beginning of the tract of land herein described; thence with a new division line S 10 deg. 26 min. 40 sec. E passing 5/8" iron pins (set) at 31.25 ft. and 340.47 ft., a total distance of 372.49 ft. to a point in the South Fork of Lees Creek; thence with the South Fork of Lees Creek for the next three calls:

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(2) S 27 deg. 01 min. 18 sec. W a distance of 285.44 ft. in a point, from which a 5/8" iron pin (set) on the northwesterly bank of said creek bears S 82 deg. 06 min. 25 sec. W a distance of 25.00 ft.;

(3) S 30 deg. 35 min. 36 sec. W a distance of 313.37 ft. to a point in the easterly line of the original 84-120/160 acres "Parcel Two, Second Tract" owned by Margaret E. Winegar (Vol 316, Page 684);

thence with Winegar's line N 10 deg. 26 min. 40 sec. W passing a 5/8" iron pin (set) by a post on the northwesterly bank of said creek at 35.00 ft., passing a 1/2" iron pin (found) by an end post at 801.44 feet., a total distance of 832.11 ft. to a point in the centerline of State Route 28; thence with said road centerline N 79 deg. 03 min. 00 sec. E a distance of 484.07 ft. to the true point of beginning, containing 6.205 acres of land.

Subject to all legal easements and rights-of-way of record. Bearings are based upon the record bearing (N 79 deg. 03 min. 00 sec. E) of the centerline of State Route 28 according to the 67.218 acre tract as found in Vol. 299, Page 758.

The above description is a part of the 67.218 acre tract as conveyed to Randall S. Walker and recorded in Vol 299, Page 758, of the Highland County Record of Deeds.

Land surveyed in June, 1983, by Thomas E. Purtell, Registered Surveyor No. 6519.

3

MARY L. SWAIN  
BUTLER COUNTY  
CLERK OF COURT:  
11/21/2022 01:34 PM  
CV 2021 02 0161

**IN THE COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO**

STEVE ROBERTSON TRUCKING LLC	:	Case No. CV 2021 02 0161
	:	
Plaintiff/Counterclaim Defendant,	:	(Judge J. Gregory Howard)
	:	
	:	<b><u>JUDGMENT FOR PLAINTIFF AND</u></b>
v.	:	<b><u>COUNTERCLAIM DEFENDANT</u></b>
	:	<b><u>AND AGAINST DEFENDANT AND</u></b>
	:	<b><u>COUNTERCLAIMANT</u></b>
	:	
RYAN TODD a/k/a ANTHONY TODD	:	
a/k/a RYAN ANTHONY PRESTON	:	<b><u>FINAL APPEALABLE ORDER</u></b>
TODD a/k/a RYAN ANTHONY TODD	:	
	:	
Defendant/Counterclaimant.	:	SERVICE BY CLERK ENDORSED
	:	HEREIN
	:	

The Court having conducted a trial of the claims and counterclaims in this matter, having considered the testimony and exhibits presented, counsel's arguments, and all matters of record, hereby finds that Plaintiff Steve Robertson Trucking, LLC ("Plaintiff") is awarded judgment in its favor and against Defendant Ryan Todd a/k/a Anthony Todd a/k/a Ryan Anthony Preston Todd a/k/a Ryan Anthony Todd ("Defendant") for damages for breach of contract in the principal sum of \$73,147.95 and for damages for conversion in the principal sum of \$9,950, punitive damages of \$19,900, and reasonable attorney's fees of \$37,616.50. Interest accrues on all amounts at the statutory rate until paid in full.

A directed verdict is granted in favor Plaintiff and against Defendant on all counterclaims and Defendant takes nothing thereby. All costs are taxed to Defendant.

SO ORDERED.



---

Judge J. Gregory Howard

**PRAECIPE FOR SERVICE**

**The clerk of courts is hereby requested to serve this judgment via first class mail upon Defendant and Counterclaimant as follows:**

RYAN TODD a/k/a ANTHONY TODD  
a/k/a RYAN ANTHONY PRESTON  
TODD a/k/a RYAN ANTHONY TODD  
615 Colony Trail  
New Carlisle, OH 45344

RYAN TODD a/k/a ANTHONY TODD  
a/k/a RYAN ANTHONY PRESTON  
TODD a/k/a RYAN ANTHONY TODD  
8120 State Route 28  
Leesburg, OH 45135



**From:** Abby Payne srtoperat ons@out ook.com  
**Subject:** Fwd: Not ce to Steve Robertson and your crooked ass fam y  
**Date:** September 28, 2022 at 8:26 PM  
**To:** Matthew R. Chasar mrchasar@reardonchasar.com, Steve Robertson Woodchuck1@fuse.net

Abby Payne  
Director of Operations  
Steve Robertson Trucking, LLC  
(513) 600-8167  
[SRTOperations@outlook.com](mailto:SRTOperations@outlook.com)

**From:** Anthony Todd <anthonymationaltransport@gmail.com>  
**Sent:** Wednesday, September 28, 2022 8:25:20 PM  
**To:** Abby Payne <srtoperations@outlook.com>  
**Subject:** Notice to Steve Robertson and your crooked ass family

The shit that you stole off for my property and that you got the crooked judge Jo, Lord, you will pay for we will appeal. I've been fucked up and almost died, but it don't matter to you cause you're a piece of shit and you'll pay for it you will pay for all this shit that you've done and all the pain you've caused my family every fucking dollar I'm a take from you I will get to see you until the end of the earth until my dying last breath you crooked son of a bitch. So now you have my attention and you're gonna keep my attention and I'm gonna sue you for everything you got, which ain't much cause you steal from a bunch owner operators you're a crooked piece of shit. So we are appealing The judge is Ruling so don't get rid of none of my shit oh that's \$60,000 cash you're going to pay me out of pocket because you will get sued because you had no right to it

Anthony Todd  
Owner  
J R&J TRUCKING



**From:** Anthony T. Janthony@jrandjtrucking.com

**Subject:** Noticed to you and your client to not get a rid of any of my equipment

**Date:** September 28, 2022 at 8:23 PM

**To:** mrchasar@reardonchasar.com

You guys lied to the courts and while I'm in a position where I can't even remember yesterday you try to take advantage and do stuff you will regret every bit of this. You and your client will pay for every bit of this and I don't matter to you because you're just making money and doing grimy shit when he's a fucking piece of shit that owes me but I promise you, you may win in this crooked ass piece of court that you're in right now but when we go to appeals court, I'm gonna drain you and him for every fucking dollar. The lies that you file the bullshit trying to steal my property will not happen. Now I'm a slap the biggest goddamn lawsuit you've ever had your fucking life sir so here's what you can do . cause I'm a tell you you may win in the crooked kangaroo court, will make sure people fucking say I'm a make this public now. You have my current address and purposely didn't send me a notification ahead of time so I could have somebody drive me you are a goddamn piece of shit. So make sure your crooked asses keep my \$60,000 worth of equipment or you'll be liable for the lies too because don't think you're some little fucking prick Attorney trying to make a name for himself. I got a big name attorney now got big power been in Supreme Court.

So keep all my goddamn shit that you stole from my property...

Anthony Todd

Owner

J R&J TRUCKING